

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

ZAHRA MOWAFY, Plaintiff, v. NORAMCO OF DELAWARE, INC. and NORAMCO, INC., Defendants.	: : : : : : : :	NO: 05-733 (KAJ) : : : : : : : :
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**DEFENDANTS' MOTION TO STAY THIS CIVIL ACTION PENDING SUBMISSION
OF PLAINTIFF'S CLAIMS TO DEFENDANTS' DISPUTE RESOLUTION PROGRAM**

Defendants Noramco of Delaware, Inc. and Noramco, Inc. (collectively, "Defendants" or "Noramco"), by and through their undersigned counsel, move to stay this Civil Action pending submission of Plaintiff Zahra Mowafy's ("Plaintiff's" or "Dr. Mowafy's") claims to Noramco's mandatory, non-binding Dispute Resolution Program. In support of this Motion, Noramco submits the accompanying Opening Brief and states as follows:

1. This Civil Action arises out of Plaintiff's employment with Noramco. Plaintiff was terminated by Noramco on January 9, 2003. (*See*, Complaint, D.I. 1, ¶10).
2. In response, Dr. Mowafy filed a Charge of Discrimination with the Equal Opportunity in Employment Commission (the "EEOC") (EEOC Charge No. 170-2004-00315) (the "Charge"). Dr. Mowafy alleged in her Charge that she was wrongfully terminated on the basis of her age, race, national origin and religion in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* and the Age Discrimination in Employment Act, 29 U.S.C. § 626(d)(2), *et seq.* (*Id.*)

3. Plaintiff was obliged to use Noramco's mandatory, non-binding dispute resolution program (the "Program") in an attempt to resolve any and all disputes concerning wrongful discharge, including those brought on the basis of age, race, religion and national origin, before initiating any litigation. (Exhibit A to Opening Brief, "Common Ground" Program brochure). Indeed, consistent with that obligation she submitted to Noramco a Request for Mediation. (Exhibit B to Opening Brief, Plaintiff's Request for Mediation pursuant to Program).

4. Despite agreeing and seeking to use the Program prior to initiating litigation, Plaintiff filed this Civil Action prior to mediating her dispute.

5. Noramco's Motion to Stay should be granted because the agreement to use the Program is an enforceable condition of Plaintiff's employment and because granting a stay is appropriate where judicial resources would be conserved.

WHEREFORE, Noramco respectfully requests that the Court enter an order staying this Civil Action until Dr. Mowafy has satisfied her obligation to seek relief through Noramco's mandatory, non-binding dispute resolution program.

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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

ZAHRA MOWAFY,	:	NO: 05-733 (KAJ)
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
NORAMCO OF DELAWARE, INC.	:	
and NORAMCO, INC.,	:	
	:	
Defendants.	:	
	:	

O R D E R

AND NOW, THIS _____ day of _____, 2006, upon consideration of Defendants' Motion to Stay This Civil Action Pending Submission of Plaintiff's Claims to Defendants' Dispute Resolution Program, and any opposition thereto, it is hereby ORDERED that Defendants' Motion is GRANTED. This Civil Action is hereby STAYED until further order of the Court.

J.

CERTIFICATE OF SERVICE

I hereby certify that on April 25, 2006, I electronically filed **PLAINTIFF'S MOTION TO STAY THIS CIVIL ACTION PENDING SUBMISSION OF PLAINTIFF'S CLAIMS TO DEFENDANTS' DISPUTE RESOLUTION PROGRAM** with the Clerk of the Court using CM/ECF which will send notification of such filing(s) to the following:

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